EXHIBIT B

A u t o m o t i Siemens VDO Automotive S.A.S. 1, avenue Paul Ourliac – B.P. 1149 31036 Toulouse cedex 1 – France

S.A.S with capiel of 70 000 000 Euros - Registered in Toulouse 314 722 026 - VAT number FR 03 314 722 026 - SIRET 314 722 026 00031

Your contact in accounting dpt : 33-561 19 85 68 Vendor code :

Deliv. Note Shipping date : / /

Others References :

: 9 - Engineering Activity

DELPHI AUTOMOTIVE SYSTEMS LLC To : Marilyn TRAPPE

> MAIL STOP 1-08 PO Box 1042 45401 DAYTON, OH USA

Transportation Details

Carrier

Broker

Loading Location Unloading Location : Transportation Mode :

Total Net Weight : Total Gross Weight : 0,000 Payment Terms Make remittance to :

Currency USD L/C n° :

Your payment by Bank remittance the 01/31/2004

Bank remittance 30 days end of month

Incoterms :

| Cust. Order Nº | | | | | | |
|------------------|-------------------|---------|------------|------|-----------|------|
| SIEMENS Ref. N° | Description | Shipped | Unit Price | Unit | Extension | VAT |
| Customer Ref. Nº | Country of origin | | | | | code |

SECS35-27

Production tooling for GEN 2 DRAD C 118 193 35

18,000.00

1UN

18,000.00 Gt

AL*: / BCCN:

Sub Total

18,000.00

VAT : 1. Output Tax

3,528.00

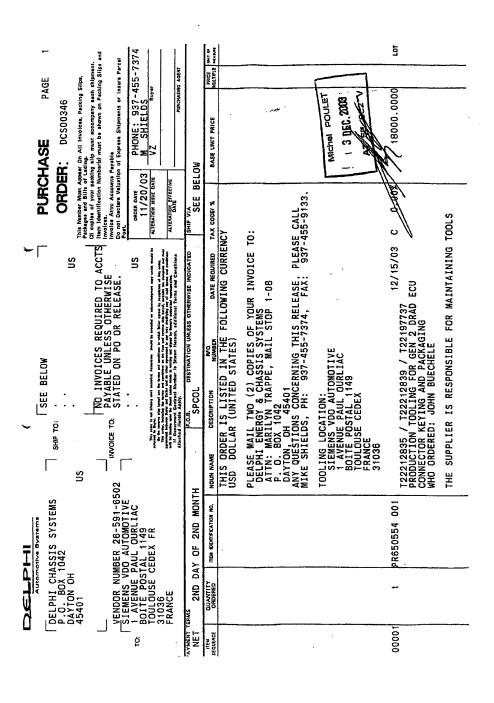
VAT

18,000.00 3,528.00 Total Amount (USD) 21,528.00

The applicable interest rate for delayed payments shall amount to 1.5 times the "legal interest rate" applicable in France i.e. 3,06%. It shall be due as of the day following the payment date indicated hereinabove.

The discount rate applicable according to our general terms and conditions is 0 %.

*AL : Goods labeled with "AL not equal to N" are subject to European or German export authorization when being exported out of MG.
Goods labeledwith "ECCN not equal to N" are subject to US reexport authorization. Even without a label, or with label "AL:N" or
"ECCN:N", authorization may be required due to the final end-use and destination for which the goods are to be used



A u t o m o t
Siemens VDO Automotive S.A.S.
1, svenue Paul Ourliac – B.P. 1149
31036 Toulouse cedex 1 – France

7.1. OF THE CARRY OF THE CARRY

Your contact in accounting dpt : 33-561 19 85 68 Vendor code :

Deliv. Note Shipping date : / /

Others References :

Activity : 9 ~ Engineering

N°: 12105162

DELPHI AUTOMOTIVE SYSTEMS LLC

To : Marilyn TRAPPE

MAIL STOP 1-08 PO Box 1042 45401 DAYTON, OH

Transportation Details

Carrier

Loading Location · : Unloading Location : Transportation Mode :

Total Net Weight : Total Gross Weight :

0.000

Payment Terms Make remittance to :

L/C n° :

Your payment by Bank remittance the 01/31/2004

Bank remittance 30 days end of month

| 0 | Cust. Order Nº | | | | | | T |
|---|------------------|-------------------|---------|------------|------|-----------|------|
| 5 | SIEMENS Ref. Nº | Description | Shipped | Unit Price | Unit | Extension | VAT |
| (| Customer Ref. Nº | Country of origin | | | | | Code |

DC894056

SECS35-27

tooling for production of DRAD

C 118 193 35 AL*: / ECCN:

ATTN: Joan PHILPOT

1 500,000.00

1UN 500.000.00 Gr

500,000.00

1. Output Tax

19.600 % 98,000.00

Total VAT

500,000.00 98,000.00

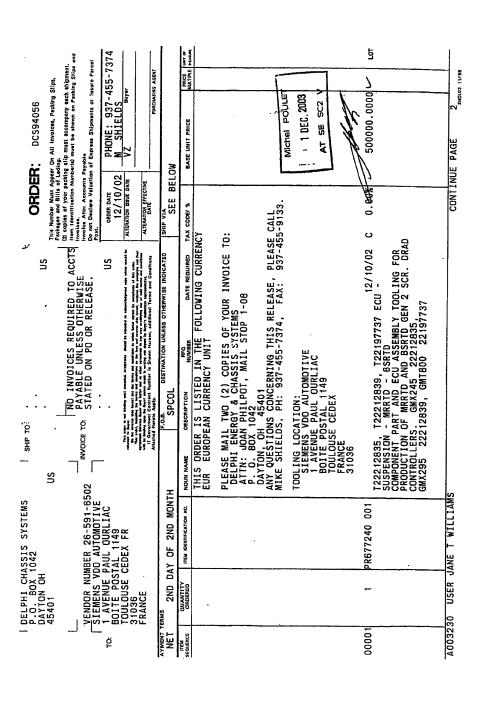
The applicable interest rate for delayed payments shall amount to 1.5 times the "legal interest rate" applicable in France i.e. 3,0%. It shall be due as of the day following the payment date indicated hereinabove.

The discount rate applicable according to our general terms and conditions is 0 %.

*AL : Goods labeled with "AL not equal to N" are subject to European or German export authorization when being exported out of EU.

Goods labeledwith "ECCN not equal to N" are subject to UE reexport authorization. Even without a label, or with label "AL:N" or
"ECCN:N", authorization may be required due to the final end-use and destination for which the goods are to be used

CUSTOMER



A u t o m o t
Siemens VDO Automotive S.A.S.
1, avenue Paul Ourliec – B.P. 1149
31036 Toulouse cedex 1 – France

, avertue Paul Ourliec – B.P. 1149
Tel. ++33 (0)5 61 19 88 88
73035 Toulouse cedex 1 – France
Fax ++33 (0)5 61 19 25 25
S.A. Swith capital of 700 000 DELmon. Registered in Toulouse 314 722 026 - VAT number FR 03 314 722 028 - SRET 314 722 028 00031

Your contact in accounting dpt : 33-561 19 85 68 Vendor code :

Deliv. Note Shipping date : / /

Others References : Activity

: 9 - Engineering

DELPHI AUTOMOTIVE SYSTEMS LLC To : Marilyn TRAPPE

> MAIL STOP 1-08 PO Box 1042 45401 DATTON, OH

Transportation Details

Carrier

Loading Location Unloading Location : Transportation Mode :

Total Net Weight :

Total Gross Weight : 0,000 Payment Terms Make remittance to :

Currency USD L/C nº :

Your payment by Bank remittance the 03/31/2004

Bank remittance 30 days end of month

| Cust. Order Nº | | | | | | |
|------------------|-------------------|---------|------------|------|-----------|------|
| SIEMENS Ref. Nº | Description | Shipped | Unit Price | Unit | Extension | VAT |
| Customer Ref. Nº | Country of origin | | | | | Code |

DC897641

8ECS35-27

Bracket production tooling for DRAD C 118 193 35

AL+: / ECCN:

1 156,000,00

156,000.00 CI

VAT : 1. Output Tax

19.600 \$ 30,576.00

Sub Total

156,000.00

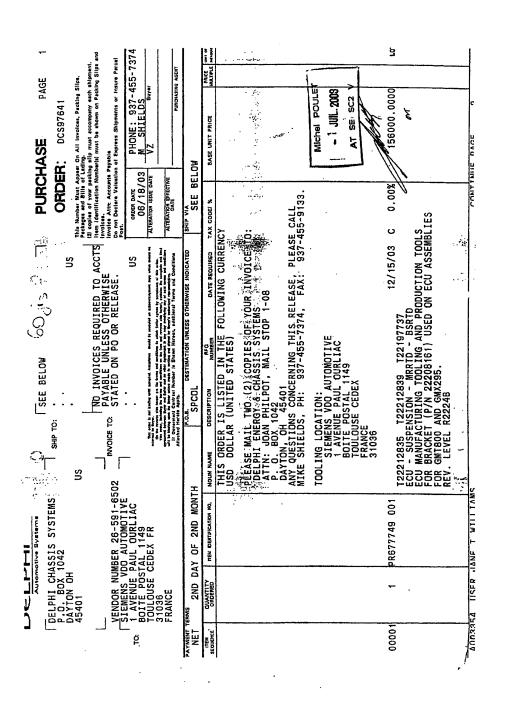
Total 156,000.00 VAT 30,576.00 Total special ((09p) ... (20p) (ξ. 1967.176, μμη

The applicable interest rate for delayed payments shall amount to 1.5 times the "legal interest rate" applicable in France i.e. 3,08%. It shall be due as of the day following the payment date indicated hereinabove. The discount rate applicable according to our general terms and conditions is 0 %.

"AL : Goods labeled with "AL not equal to N" are subject to European or German export authorization when being exported out of EU.

Goods labeledwith "ECCH not equal to N" are subject to US reexport authorization. Even without a label, or with label "AL:N" or
"ECCH:N", authorization may be required due to the final end-use and destination for which the goods are to be used

CUSTOMER



A u t o m o t i Siemens VDO Automotive S.A.S. 1, avenue Paul Ourlac – B.P. 1149 31036 Toulouse cedex 1 – France

31036 Toulouse codes 1 – France Fax ++33 (0)5 61 19 88 88 5A. Swith capital of 70 0000 Exons - Registered in Toulouse 23 (0)5 61 19 25 25 VAT number FR 03 314 722 026 - SIRET 314 722 026 00031 Your contact in accounting dpt : 33-561 19 85 68

Vendor code :

Shapets N°: 12105162

DELPHI AUTOMOTIVE SYSTEMS LLC

To : Marilyn TRAPPE

MAIL STOP 1-08 PO Box 1042 45401 DAYTON, OH

USA.

Deliv. Note Shipping date: / /

Transportation Details

Carrier Broker

Loading Location Unloading Location : Transportation Mode :

Total Net Weight :

Total Gross Weight :

DUPLICATE

Others References : DCS02138

Activity : 9 - Engineering

BIT CF Nº: 12105162

DELPHI AUTOMOTIVE SYSTEMS LLC To : Marilyn TRAPPE

> MAIL STOP 1-08 PD Box 1042 45401 DAYTON, OH

Make remittance to :

Currency USD

Your payment by Bank remittance the 08/31/2004

Bank remittance 60 days end of month

Incoterms :

| Cust. Order Nº | | | | | | Г |
|------------------|-------------------|---------|------------|------|-----------|------|
| SIEMENS Ref. Nº | Description | Shipped | Unit Price | Unit | Extension | VA: |
| Customer Ref. Nº | Country of origin | | | | , | code |

SEC835-27

TOOL SUSPENSION C 118 193 35

AL+: / ECCN:

PR 678422 001- TOOLING FOR PROTOTYPE 47

WAY USCAR CONNECTOR

68,000.00

1UN

68,000.00 C

68,000.00

VAT :

1. Output Tax

19.600 % 13,328.00

Total VAT

68,000.00 13,328.00

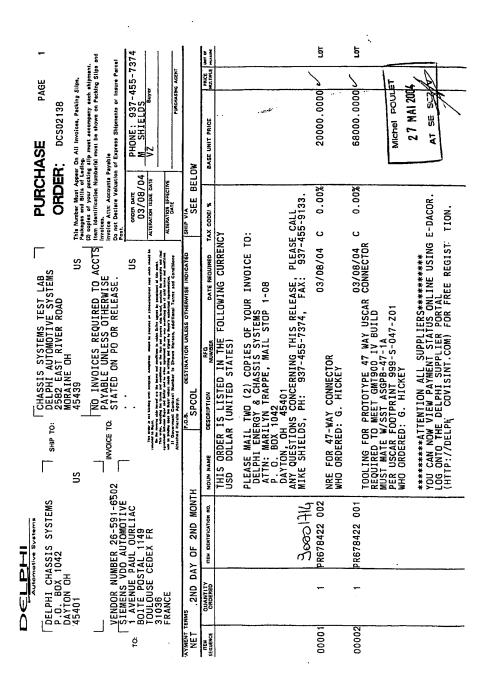
Total amount (080) 82:528:00a

The applicable interest rate for delayed payments shall amount to 1.5 times the "legal interest rate" applicable in France i.e 3,00%. It shall be due as of the day following the payment date indicated hereinsbove.

The discount rate applicable according to our general terms and conditions is 0 %.

*AL : Goods labeled with "AL not equal to H" are subject to European or German export authorization when being exported out of EU Goods labeledwith "ECCM not equal to N" are subject to US reexport authorization. Even without a label, or with label "AL:H" o "ECCH:H", authorization may be required due to the final end-use and destination for which the goods are to be used

CUSTOMER .



A u t o m o t i v e Siemens VDO Automotive S.A.S. 1, avenue Paul Ourliac – B.P. 1149 31036 Toulouse cedex 1 – Franca Fax ++33

S.A.S with capital of 70 000 000 Euros - Registered in Toulouse 314 722 026 - VAT number FR 03 314 722 026 - SIRET 314 722 026 00031

Your contact in accounting dpt : 33-561 19 85 68

Vendor code : Vendor code :
Ship be N°: 1230516
DELPHI ENERGY & CHASSIS Nº: 12305162

METROLOGY LABORATORY for attention : Alan Wolf

Woodman Drive, Gate 4, plant 11 PO Box . 45420 KETTERING OHIO

Deliv. Note 29510189 Shipping date : 10/08/2004

Carrier : FEDEX Broker

Loading Location : Toulouse Unloading Location :

Transportation Mode : Air Freight
Total Net Weight : 6
Total Gross Weight : 6,000

DUPLICATE

Others References :

: 5 - Prototypes Activity

DELPHI AUTONOTIVE SYSTEMS LLC To : Marilyn TRAPPE

> MAIL STOP 1-08 PO Box 1042 45401 DAYTON, OH

Make remittance to :

Currency USD

L/C nº :

Your payment by Bank remittance the 12/31/2004

Bank remittance 60 days end of month

Incoterms : EXW TOULOUSE

| Cust. Order Nº | | | | | | |
|------------------|-------------------|---------|------------|------|-----------|------|
| SIEMENS Ref. Nº | Description | Shipped | Unit Price | Unit | Extension | VAT |
| Customer Ref. Nº | Country of origin | | | | | Code |

PU118775010 GMT 800 22197737

C 118 193 35 Commodity code 90328990900DA

AL*: N / ECCN: EAR99

Sub Total

339.24

339.24 CI

1. Output Tax

TAX relief on VAT, art. 262-I of CGI

Total VAT

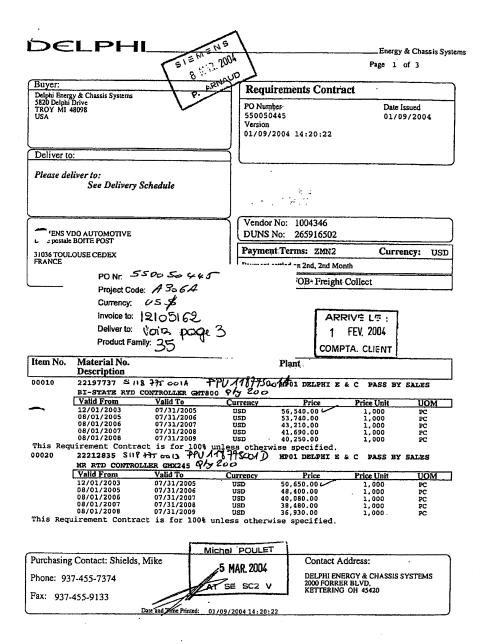
339.24 0.00

The applicable interest rate for delayed payments shall amount to 1.5 times the "legal interest rate" applicable in France i.e. 3,08%. It shall be due as of the day following the payment date indicated hereinabove. The discount rate applicable according to our general terms and conditions is 0 %.

*AL : Goods labeled with "AL not equal to N" are subject to European or German export authorization when being exported out of EU.

Goods labeledwith "ECCE not equal to N" are subject to UE reexport authorization. Even without a label, or with label "ALIN" or
"ECCENN", authorization may be required due to the final end-use and destination for which the goods are to be used

COMPTABILITE



DELPHI

__ Energy & Chass is Systems

Page 2 of 3

SIEMENS VDO AUTOMOTIVE Bo'te postale BOITE POST 31036 TOULOUSE CEDEX FRANCE

| Item No. | Material No. Description | | | Plant | · · · · · · · · · · · · · · · · · · · | |
|----------|--|--|---------------------------------|---|---|----------------------------|
| 00030 | 22212839 S HF 77 MR RTD CONTROLL | Гоогд Р ж с аюсээ | 104975002 y 200 | D HP01 DELPHI E | & C PASS BY | SALES |
| | Valid From | Valid To | Currency | Price | Price Unit | UOM |
| _ | 12/01/2003 08/01/2005 08/01/2006 08/01/2007 08/01/2008 | 07/31/2005 07/31/2006 07/31/2007 07/31/2008 07/31/2009 | USD USD USD USD USD | 54,800.00 52,610.00 44,290.00 42,690.00 41,140.00 | 1,000 1,000 1,000 1,000 1,000 | PC PC PC PC PC |
| This Rec | puirement Contract | is for 100% | unless otherw | vise specified. | | •• |

...se refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in writing form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request a Depth's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract in writing or commenced any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract in General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Michel POULET
5 MAR. 2004
AT SE SC2 V

| DE | L | P | 1 | ı | 1 | |
|----|---|---|---|---|---|--|
|----|---|---|---|---|---|--|

_Energy & Chass is Systems

Page 3 of 3

SIEMENS VDO AUTOMOTIVE Bo'te postale BOITE POST

31036 TOULOUSE CEDEX FRANCE

Requirements Contract

PO Number 550050445 01/09/2004 14:20:22 Date Issued 01/09/2004

Item No. Material No. Description

Plant

Notes Continued:

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the local field of the costs, including increases in the

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the beseft of the Buyer; (ii) If Seller it responsible for the design of the goods, and the price exceeds the price at which Selter was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii) If the price is reduced to the price at which Selter was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Selter.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier. Seller agrees not to bring any action or claim against Buyer, its suppliers, cleares, or customers for any reason, including any citim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

sis agreement reflects the latest part numbers, pricing and timing for Suspension ECU's described in the existing Long Term Contract (LTC) executed by buyer seller as of June 16, 2000. All other Terms and Conditions of June 16, 2000 LTC remain in effect.

ECU delivery address:

PN 22212835:GM Bowling green LOC

12301221

383 Scotty's Way Bowling Green, KY 42101-90006

PN22212839:Tec-mar

16130 Grove Rd

12301980

Lansing, MI 48906

Delphi Chassis Systems Invoicing address:

PO Box 1042

45401 Dayton, OH

A u t o m o t i
Siemens VDO Automotive S.A.S.
1, avenue Paul Ourliac - B.P. 1149
31036 Toulouse cedex 1 - France

1, avenue Paul Ourliac – B.P. 1149 Tel. ++33 (0)5 61 19 88 88 73 1036 Toullouse cedex 1 – France Fax++33 (0)5 61 19 25 25 S.A.S with capital of 70 000 000 Euros – Rogistered in Toulouse 314 722 026 VAT number FR 03 314 722 026 SRET 314 722 028 00031 Your contact in accounting dpt : 33-561 19 85 68

Vendor code :

Deliv. Note Shipping date : / /

DUPLICATE

Others References : Activity

: 9 - Engineering

Billico Nº: 12105162

DELPHI AUTOMOTIVE SYSTEMS LLC To : Marilyn TRAPPE

> MAIL STOP 1-08 PO Box 1042 45401 DAYTON, OH

Transportation Details

Carrier

Loading Location Unloading Location :

Transportation Mode : Total Net Weight : Total Gross Weight :

Make remittance to :

Currency USD

Your payment by Bank remittance the 01/31/2005

8.000.00

1UN

Bank remittance 60 days end of month

Incoterms :

| Cust. Order Nº | | | | | | Τ |
|------------------|-------------------|---------|------------|---------|-----------|------|
| SIEMENS Ref. Nº | Description | Shipped | Unit Price | Unit | Extension | TAV |
| Customer Ref. Nº | Country of origin | | | | | Code |
| | | | | | ì | |

DCS05791

SESC35-21

DEVELOPMENT SUSPENSION

0,000

C 118 193 35 Commodity code 999999999992

Product made in France

PR6788291001 T 22208456 BCU

SW REVISION FOR GMX222-272 PROGRAM

. 8,000.00

8,000.00 C.

1. Output Tax

TAX relief on VAT, art. 262-I of CGI

Total

8,000.00

VAT 0.00 Total samush (1911) 32 22 8,000,00

The applicable interest rate for delayed payments shall amount to 1.5 times the "legal interest rate" applicable in France i.e. 3,08%. It shall be due as of the day following the payment date indicated bereinshove. The discount rate applicable according to our general terms and conditions is 0 %.

"AL : Goods labeled with "AL not equal to N" are subject to European or German export authorization when being exported out of NU. Goods labeledwith "ECCN not equal to N" are subject to US reexport authorization. Even without a label, or with label "ALUM" or "ECCN:N", authorization may be required due to the final end-use and destination for which the goods are to be used

COMPTABILITE

